

Cruiser Terms of Use

Last Updated: January 22, 2025

These Terms of Use (the “**Terms**”) are entered into between you and Cruiser Accessories, LLC, and its vendors and subsidiaries (collectively referred to as “**Cruiser**,” “**we**,” “**us**,” and “**our**”). These Terms govern your access and use of the Cruiser Website located at www.cruiserframes.com and www.rocktamers.com, (collectively referred to as the “**Website**”), when you use our mobile application, and when you interact with us as a customer or otherwise (collectively, the “**Services**”).

You understand that aspects of this Website and the Services may not be available in all jurisdictions and that you are responsible for ensuring that it is lawful for you to use this Website and receive the Services in your jurisdiction.

YOUR CONSENT

Please read these Terms carefully. Your use of the Website and the Services signifies your agreement to these Terms. If you do not agree to these Terms, do not use this Website. Separate terms and conditions may apply to other Cruiser services or business transactions.

We reserve the right to modify or otherwise update these Terms at any time by posting the modified version on our Website and updating the revised date. Such changes will automatically be effective upon posting on our Website, and you agree to be bound by such modifications, updates and revisions. You should visit this page from time to time to review the current terms.

YOU AGREE TO OUR PRIVACY POLICY

Our Privacy Policy available [here](#) (“**Privacy Policy**”) governs the collection, use, and disclosure of your personal information. Our Privacy Policy is incorporated herein by reference. By accessing the Website and using the Services you agree to the practices described in our Privacy Policy.

ELECTRONIC COMMUNICATIONS

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may choose to communicate with you by e-mail, text messaging, or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

ACCOUNT

In order to access and use certain Services available on this Website, you may need to sign up for, open, and maintain an account (your “**Account**”) with us. If you do not agree to these Terms, you may not sign up for an Account.

You represent and warrant that at all times you will (a) provide accurate, current, and complete information about yourself as prompted by our registration form or otherwise; and (b) maintain and promptly update your information (including your e-mail address) to keep it accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect as much, we shall have the right to terminate or suspend your Account and any or all privileges on this Website and to the Services.

During the registration process, you may be required to choose a user name and enter your email address. You acknowledge and agree that Cruiser may rely on this email address or user name to identify you. You are responsible for all use of your Account, regardless of whether you authorized such access or use, and for ensuring that all use of your Account complies fully with the provisions of these Terms. You must not choose a username that infringes the rights of any third party or which is offensive, racist, obscene, hurtful, unlawful, or otherwise inappropriate. You agree not to transfer your right to use or access this Website or the Services via your username and password to any third person.

ELIGIBILITY

You represent and warrant that you: (a) are above the legal age of majority in your jurisdiction of residence; (b) have not previously been suspended or removed from the Website or our Services; (c) will only provide us with true, accurate, current, and complete information if you register for an Account—if we believe or suspect that your information is not true, accurate, current or complete, we may deny or terminate your access to the Services (or any portion thereof); and (d) have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party.

MOBILE ACCESS

If you use a mobile device to access the Website, you acknowledge and agree that: (a) you are solely responsible for all message and data charges that apply to use of your mobile device to access the Website; and (b) all such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. You further understand that service may not be available in all areas at all times and may be affected by product, software, coverage or service changes made by your mobile service provider or otherwise. Additional terms and conditions may apply to your use of our mobile applications based on the type of mobile device that you use. By accessing or using the Website via a mobile device, you agree to these Terms and to any applicable terms of a mobile app you may use.

You may opt in to receive SMS text messages on your mobile device. Your consent is not required as a condition of purchasing Services from us. Data obtained from you in connection with this text messaging service may include your mobile phone number, your carrier's name, the date, time, and content of your messages and other information you provide to Cruiser as part of this service. We may use this information to contact you and provide Services you request from us.

RESERVATION OF RIGHTS

Cruiser reserves the right: (a) to correct any errors, inaccuracies or omissions; (b) to change product or service descriptions, images and references; (c) to limit the available quantity of any product or Service; (d) to update information at any time with or without notice; (e) to prevent or prohibit any person, user or customer from making any or all transaction(s); and/or (f) to refuse to provide any person, user or customer with any Service. Prices and availability of any product offered through the Website are subject to change without notice, and Cruiser shall not be responsible for errors in the prices or descriptions of such products. Refunds and exchanges will be subject to Cruiser's Return Policy, incorporated herein by reference. You agree to pay all charges that may be incurred by you or on your behalf through the Website, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your transactions. Product images and pricing may vary outside the United States.

LIMITED USAGE RIGHTS

These Terms permit you to use this Website for your personal, non-commercial use only and no portion of this Website may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by Cruiser.

We reserve the right to refuse services, and/or cancel orders at our discretion if we believe that your conduct violates applicable law or is harmful to our interests. We reserve the right to withdraw or amend this Website, and any Service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. All rights not expressly granted herein are reserved by Cruiser.

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Any copies that you make of the Materials must retain all our copyright and other notices. Except as expressly provided for in these Terms, you may not (i) reproduce, modify, publish, transmit, display, perform, distribute, disseminate, broadcast, circulate, or otherwise exploit any content on the Website, including, but not limited to, any Materials, in whole or in part, to any third party; (ii) participate in the transfer, license or sale of any content on the Website, including, but not limited to, the Materials; or (iii) create derivative works or in any way exploit any content on the Website, including, but not limited to, the Materials. No portion of the content on the Website may be stored in a computer except for personal and non-commercial use. All rights not expressly granted herein are reserved.

PERMISSIBLE USE

You agree that you shall not use the Website: (a) to delete, modify, hack or attempt to change or alter any of the Materials on the Website; (b) for any unlawful purpose; (c) to solicit others to perform or participate in any unlawful acts; (d) to violate any international, federal, or state regulations, rules, laws, or local ordinances; (e) to infringe or violate our intellectual property rights or the intellectual property rights of others; (f) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (g) to submit false or

misleading information; (h) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our Website, other websites, or the Internet; (i) to collect or track the personal information of others; (j) to spam, phish (email fraud), pharm (web traffic redirection fraud), pretext, spider, crawl, or scrape; (k) for any obscene or immoral purpose; or (l) to interfere with or circumvent the security features of our Website, other websites, or the Internet. We reserve the right to terminate your use of our Website for violating any of the prohibited uses. We may fully cooperate with any law enforcement agency or authorities, or court order requesting or directing disclosure of the identity of anyone suspected of use of the Website for illegal purposes.

This Website may enable you to post comments, suggestions, feedback, or other content (“User Content”). You are solely responsible for User Content that you post or upload on the Website and it shall not violate these Terms. By submitting User Content to the Website, you automatically grant Cruiser the royalty-free, perpetual, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed and for the full term of any copyright that may exist in such User Content, without payment to you or any third parties. User content submitted by you will be considered non-confidential and Cruiser is under no obligation to treat such User Content as proprietary information except pursuant to Cruiser’s Privacy Policy.

DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)

Pursuant to our rights under the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512, we have designated a copyright agent to receive copyright infringement notices for claims of infringement related to materials found on our Website. Our designated agent can be reached at info@studioip.com, or via U.S. Mail at: StudioIP Law, 3000 Lawrence Street, Denver, CO 80205.

DMCA Infringement Notification. To be effective, your infringement notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material or content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or have access disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, including address, telephone number and email address where the complaining party may be contacted;
5. The following statement: “I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law”; and
6. The following statement: “The information in this notification is accurate, and under penalty of perjury, I swear that I am the copyright owner or that I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”

Upon receipt of the written notification containing the information as outlined in 1 through 6 above, will take reasonable steps to promptly review the allegedly infringing material, notify the alleged infringer if it

contains third-party content, and remove or disable access to the allegedly infringing material. If necessary, we may request additional information before we remove any allegedly infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove or disable access to the allegedly infringing material pending resolution of the matter.

Please note that under Section 512(f) of the Copyright Act, any person who makes false claims that material or an activity is infringing may be subject to liability for damages.

USER SUBMISSIONS

We are always pleased to receive your comments, suggestions and ideas regarding Cruiser products, this Website, the Services, and other services we provide. We are continuously working on new product ideas for our product pipeline. Many products we develop are in our pipeline for years so a concept or idea you may provide, we might already be developing or considering. Our policy is that Cruiser and its employees do not accept or consider unsolicited comments, suggestions, ideas, proposals, notes, drawings, concepts, marketing plans, or other materials or information (collectively “Submissions”). However, if despite our policy, you submit any Submission(s), you agree that: (a) any Submission is not confidential, (b) we shall have no obligations regarding the Submission including, without limitation, no obligation to acknowledge, review or return the Submission, (c) you represent and warrant that you own or otherwise control all of the rights to the Submission, that all content of the Submission is accurate, that it does not infringe upon the rights of any person or entity and that use of the Submission does not violate these Terms and will not cause financial injury to any person or entity, and (d) by virtue of your Submission, you hereby grant and assign to us, a non-exclusive, royalty-free, worldwide, perpetual, and irrevocable right to use, reproduce, modify, adapt, edit, translate, communicate, publish, market, promote, distribute, publicly and privately display, publicly and privately perform, transmit, create derivative works from and sell, and incorporate such Submissions and the names identified on the Submissions throughout the world in any media (now known or hereafter invented) for any purpose whatsoever, without restriction and without compensating you in any way. This includes, but is not limited to, any confidential information or any original creative materials such as stories, product ideas, computer codes or original artwork. You acknowledge that we own all right, title, and interest in any compilation, collective work or other derivative work created using or incorporating the Submission. We may post your Submission on the Website and we reserve the right (but not the obligation) to monitor, edit, and remove any Submission. When you send a Submission, you may choose at any time not to provide personally identifiable information. However, if you do not provide us personally identifiable information this may restrict our ability to provide requested services or information (e.g. processing your order). If we receive a Submission that contains personally identifying information, such as a name, address, email, and/or telephone number, our Privacy Policy will govern how we use or disclose this information. Please refer to our Privacy Policy for further information.

NO ENDORSEMENT OF THIRD-PARTY WEBSITES

The Website may contain links to or references to third-party websites, resources and advertisers (collectively, “Third-Party Websites”). Your linking to such Third-Party Websites is at your own risk. Under no circumstances shall Cruiser be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to you in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Websites. Cruiser also is not responsible for the availability of these Third-Party Websites, nor is it responsible for the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such Third-Party Websites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services or

products is expressed or implied by any information, material or content of any third party contained in, referred to, included on, or linked from or to, the Website. You should direct any concerns to the respective Third-Party Website's administrator or webmaster.

PURCHASES AND PAYMENT

You represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. By providing payment card information to us or our third party payment service providers, SIM Cloud and Sage 100, you authorize us to store and use the card as a payment method for purchases made through your account with us. Please note that these third party service providers have separate terms and conditions and privacy policies that apply to the services they perform on their platforms. All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms and may result in cancellation of your order. Prior to accepting an order we may also request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason, including but not limited to inaccuracies or errors in service or pricing information, or problems identified by our credit and fraud avoidance department. If your order is cancelled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is cancelled or if additional information is required to accept your order.

All purchases through this Website or other transactions for the sale of goods formed through this Website are governed by our Shipping and Return Policies, which are incorporated herein by reference. Additional terms and conditions may also apply to specific portions, services, or features of the Website, which are incorporated herein by reference.

INDEMNIFICATION

You agree to indemnify, defend, and hold Cruiser, its affiliates, and their respective directors, officers, managers, members, licensors, employees, agents, consultants, information providers, and licensors, harmless from and against all claims, liability, losses, actions, suits, costs and expenses (including attorneys' fees) arising out of or incurred by any breach by you of these Terms, your use of the Website, or other applicable agreements between us. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with Cruiser's defense of such claim. Cruiser and its affiliates have no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Terms or the Website.

DISCLAIMER OF WARRANTIES

Cruiser and its affiliates attempt to be as accurate as possible. However, Cruiser does not warrant that descriptions of Services or other content on the Website are accurate, complete, reliable, current, or error-free. Neither Cruiser nor its affiliates are responsible for the availability of such external sites or resources and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

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your use is at your sole risk. To the extent your jurisdiction does not allow the exclusion or limitation of certain warranties, the scope and duration of such warranty in these jurisdictions and the extent of any of our liability will be the minimum permitted under such law.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, CRUISER, ITS AFFILIATES, AND ITS LICENSORS, MAKE NO REPRESENTATION AND DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING ACCURACY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. Cruiser AND ITS AFFILIATES DO NOT WARRANT THAT THE WEBSITE, ITS SERVERS, OR E-MAIL SENT FROM CRUISER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

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THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. ANY CLAUSE DECLARED INVALID SHALL BE

DEEMED SEVERABLE AND NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THESE TERMS.

LIMITATIONS ON ACTIONS

You agree that any claim or cause of action arising out of your use of the Website or these Terms must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by Cruiser or its affiliates to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

APPLICABLE LAW

The laws of the State of Colorado govern these Terms, without giving effect to any principles of conflicts of laws. We make no representation that the information on the Website is appropriate or available for use in other locations, and access to the Website from territories where the content of the Website may be illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws. These Terms constitute the entire agreement between Cruiser and Website visitors with respect to the Website.

U.S.-BASED WEBSITE

The Website is controlled and operated by Cruiser in the United States. We do not make any representations that the Website or any Services offered via the Website are available or appropriate for use in your location. Your use of or access to the Website should not be construed as us purposefully availing ourselves of the benefits or privileges of doing business in any state or jurisdiction.

MISCELLANEOUS

Please review other policies posted on the Website. These policies also govern your visit to the Website. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

CONTACT US

If you have any questions regarding these Terms, you can contact us by email at info@cruiserframes.com, via phone at (800) 545-1894 or at 19475 Beacon Lite Road, Monument, CO 80132.